

STATE OF SOUTH DAKOTA)
: ss
COUNTY OF MINNEHAHA)

IN CIRCUIT COURT
SECOND JUDICIAL CIRCUIT

BABINSKI PROPERTIES and DONALD
BABINSKI, PERSONALLY and AS
EXECUTOR OF THE ESTATE OF JOHN
BABINSKI

Plaintiffs,

v.

UNION INSURANCE COMPANY,
Des Moines, Iowa

Defendant.

Civ. 09- _____

SUMMONS

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to answer the Complaint of the Plaintiff in the above-entitled action, a copy of which Complaint is hereto attached and herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at their office in the City of Sioux Falls, Minnehaha County, South Dakota, within 30 days after the service of this Summons upon you, exclusive of the day of such service; and if you fail to answer the said Complaint within the time aforesaid, you are notified that judgment by default may be rendered against you as requested in the Complaint together with the costs and disbursements of this action.

Dated this 2nd day of December, 2009.

EXHIBIT

A

STATE OF SOUTH DAKOTA)
: ss
COUNTY OF MINNEHAHA)

IN CIRCUIT COURT
SECOND JUDICIAL CIRCUIT

BABINSKI PROPERTIES and DONALD BABINSKI, PERSONALLY and AS EXECUTOR OF THE ESTATE OF JOHN BABINSKI Plaintiffs, v. UNION INSURANCE COMPANY, Des Moines, Iowa Defendant.	Civ. 09-_____ COMPLAINT
---	--

COMES NOW the Plaintiffs and for their common cause of action allege as follows:

1. On November 16, 2006, Union Insurance Company issued a commercial umbrella policy NO. DXS2400607-24 to Babinski Properties et al, 2520 W. 8th Street, Suite 1, Sioux Falls, South Dakota 57104.
2. The premium on the policy was \$17,775.00 and the limit of coverage was \$5,000,000.
3. Union Insurance had issued its umbrella policies for several years to Babinski Properties.
4. On November 16, 2006, the Schedule of Insurances reflect that two policies, that is a General Liability Policy and an employer's Liability-Bodily Injury were TBD (to be determined).
5. The General Liability policy and Employer's Liability policies were in fact purchased and were bound and in force on November 16, 2006.
6. The agent of Union Insurance Company knew the underlying insurance policies were in force and effect as of November 16, 2006.

7. During the policy term, a claim arose which resulted in a loss as of the date of this Complaint to now total approximately \$800,000.

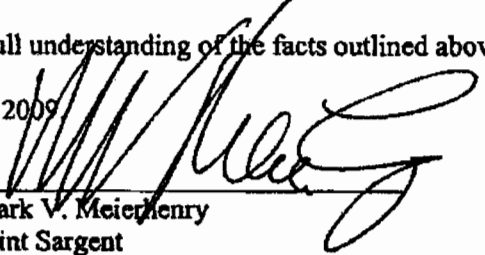
8. The policies of Union Insurance cover the loss.

9. The Plaintiffs gave all proper notice to Union Insurance and Union Insurance has refused to honor its indemnity policy.

10. The refusal to pay on the indemnity policy has been intentional and willful and without proper legal basis.

WHEREFORE the Plaintiffs pray that a Jury be impaneled to try all factual issues if permitted in the above case; that the Court make certain legal rulings prior to the trial concerning all legal issues of coverage of Defendant's indemnity contracts created by the above facts; that the Plaintiff be awarded the amount of the indemnity that the Defendant agreed to pay of approximately \$800,000 plus ongoing interest and attorney's fees; for punitive damages to protect the public from the willful denial of umbrella policies within the State of South Dakota in an amount that is constitutional and to be determined by the Jury; and for such other just and equitable relief as may arise from the Court's full understanding of the facts outlined above.

DATED this 2nd day of December, 2009



Mark V. Meierhenry
Clint Sargent
William E. Blewett
MEIERHENRY SARGENT LLP
315 S. Phillips Ave.
Sioux Falls, SD 57104
(605) 336-3075
(605) 336-2593 facsimile
Attorneys for Plaintiffs

**THE PLAINTIFFS REQUEST A TRIAL BY JURY ON
ISSUES PROPERLY SUBMITTED TO A JURY**

A handwritten signature in black ink, appearing to read 'Mark V. Meierhenry', is written over a horizontal line.

Mark V. Meierhenry

Clint Sargent

William E. Blewett

MEIERHENRY SARGENT LLP

315 S. Phillips Ave.

Sioux Falls, SD 57104

(605) 336-3075

(605) 336-2593 facsimile

Attorneys for Plaintiffs